

Henry, DeGraaff, & McCormick, P.S.

April 18, 2014

Clerk of the Court  
US Court of Appeals for the Ninth Circuit  
95 Seventh Street  
San Francisco, CA 94103

Re: *Rupanjali Snowden v. Check Into Cash of Washington, Inc.*, No. 13-35291 & 13-35322

Dear Clerk:

Pursuant to Federal Rule of Appellate Procedure 28(j) and Circuit Rule 28-6, I am submitting this letter of supplemental authority. On April 16, 2014, the Ninth Circuit Court of Appeals entered an opinion in *America's Servicing Company v. Irene Michelle Schwartz-Tallard*, No. 12-60052, slip op. (9<sup>th</sup> Cir. April 16, 2014).

In *Schwartz-Tallard*, the Ninth Circuit held that attorneys' fees related to the "enforcement of the automatic stay and the remedying of a stay" under 11 USC §362(k)(1) are not governed by *Sternberg v. Johnston*, 595 F.3d 937 (9<sup>th</sup> Cir. 2010). *Schwartz-Tallard*, No. 12-60052, slip op at p. 10. In similar circumstances here and in contrast to the factual scenario in *Sternberg*, Snowden filed a motion against Check Into Cash ("CIC") asserting that CIC violated the stay in her Chapter 7 bankruptcy, and seeking sanctions. CIC vigorously fought the debtor's efforts to obtain a determination that the stay had been violated, continuously justifying its stay-violating behavior—even on this appeal. *Id.* at 10-11.

In addition, the dissent by Judge Wallace leans heavily upon what it characterizes as the majority's disregard of the definition of "actual damages" from *Black's Law Dictionary*, which "underlies [the Ninth Circuit's] holding in *Sternberg*." *Id.* at 16. As noted in Appellant's briefing, the Supreme Court's decision in *FAA v. Cooper*, 566 U.S. \_\_\_, 132 S.Ct. 1441 (2012), rejected the definition of "actual damages" from *Black's Law Dictionary* as "general (and notably circular)" as a basis for interpreting the term in statutory law. *FAA*, 132 S.Ct. at 1449. The definition from the *Black's Law Dictionary* edition used by the Ninth Circuit in *Sternberg* is substantially similar to the definition from the

older edition that *Cooper* rejected. *Sternberg*'s use of the definition as the basis for its decision is therefore invalid under Supreme Court precedent.

Very Truly Yours,

*s/ Christina L. Henry*

Christina L. Henry

**CERTIFICATE OF SERVICE**

I hereby certify that on April 21, 2014, I electronically filed the Appellant Rupanjali Snowden's Letter of Supplemental Authority using the CM/ECF System which will send notification of such filing to the below counsel of record.

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DATED this 21st day of April, 2014.

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